

## FRONTIER VOICE 911 ACKNOWLEDGEMENT

### 911 Acknowledgement

This acknowledgement applies to both Frontier Voice and Frontier Business Voice (referred to herein simply as “Frontier Voice”). There are significant differences between accessing 911 service using Frontier Voice and accessing 911 service using traditional wireline telephone service.

### Electrical Power

Historically, telephone service primarily has been powered by electrical power within the telephone network. By contrast, Frontier Voice is powered in part by electrical power in your service location. Frontier provides a battery backup unit at the point where the electrical power is required. It is your responsibility to ensure the battery remains charged and to replace the battery periodically.

### Battery Locations

Your backup battery or batteries may be in different locations, depending on your network configuration:

- a. **Residential Gateway (RG)** – This unit is inside your service location near your primary computer or television set. It requires service location-provided electrical power, and has an attached or integrated backup battery.
- b. **Optical Network Terminal (ONT)** – You may have an ONT, which is a box typically located on the side of your house or in your garage. It will have a power supply unit with a backup battery, typically located inside your garage, which powers the ONT.

During a power outage, you will not be able to make or receive calls, including 911 calls, unless you have a functioning backup battery. To conserve battery power for Frontier Voice, DO NOT use any Frontier service other than Frontier Voice during a power outage. Frontier recommends that you use a corded phone with Frontier Voice during a power outage. (Cordless phones require electrical power to work and may not be equipped with backup batteries.) Frontier also recommends that you always have an alternative means of accessing 911 during a power outage, such as via a mobile or a traditional wireline phone.

*continued on other side*

Procedure, rule and fee information is available from the AAA online at adr.org, by calling the AAA at 1-800-778-7879, or by calling Frontier at 1-877-462-7320, option 3. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Frontier agrees to pay your AAA filing, administration, and arbitrator fees for claims for damages of up to \$10,000 and for claims for non-monetary relief up to the value of \$10,000, as measured from either your or Frontier’s perspective. In addition, Frontier will not pay your share of the AAA fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b).

If Frontier offers to settle your dispute prior to appointment of the arbitrator and you do not accept the offer, and the arbitrator awards you an amount of money that is more than Frontier’s offer but less than \$5000, then Frontier agrees to pay you double the arbitrator’s award up to, but not more than, \$5000. If Frontier does not offer to settle your dispute prior to appointment of the arbitrator, and the arbitrator awards you an amount of money, then Frontier agrees to pay you double the arbitrator’s award up to, but not more than, \$5000. Although Frontier may have a right to an award of attorneys’ fees and expenses if it prevails, Frontier agrees that it will not seek such an award.

You and Frontier agree to seek only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either you or Frontier have suffered or may suffer. In particular, if either you or Frontier seek non-monetary relief, such relief must be individualized and may not affect individuals or entities other than you or Frontier. You and Frontier agree that we each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding. The arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Further, an arbitrator’s award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

### Local Number Portability

In the event you are transferring an existing phone number for your Frontier Voice service (i.e. porting a number to Frontier Voice service), you hereby authorize Frontier to process your order for

Frontier Voice and to notify your existing provider of your decision to switch your local, local toll, and long distance services to Frontier Voice, and you represent that you are authorized to take this action. Not all telephone numbers are eligible for porting to Frontier Voice.

### Frontier Voicemail

Frontier Voice includes Frontier Voicemail, a full-featured voicemail service. If you access your voice mailbox from outside your local calling area, you may incur applicable local toll or long distance charges.

In addition, Frontier Voicemail allows you to be notified when a message is received in your voice mailbox. The notification can be sent to either an email address or a telephone number and must be set up through the Frontier Voicemail portal. Paging service and equipment must be purchased separately. Other restrictions may apply.

### Prohibited Uses of Frontier Voice

You agree that you will NOT use Frontier Voice:

1. As business service or for a business purpose, unless you have purchased Frontier Business Voice.
2. To engage in auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns. In addition, connection of your Frontier Voice to a device which converts use of the service to an outbound trunk line by more than one individual is prohibited. If Frontier determines, in its sole discretion, that you are reselling or transferring Frontier Voice or that you are using Frontier Voice for any of the aforementioned activities, Frontier reserves the right, without advance notice, immediately to terminate or modify the service, or to change your calling plan to a different offer on a prospective basis, and in addition, to assess additional charges for each month in which excessive usage occurred. If you subscribe to a calling plan which includes unlimited calling of any type, unless otherwise specified by your specific plan in marketing materials associated therewith, consistent excessive aggregate minutes used per month, taking into account all types of calling in your plan which are provided on an unlimited basis, shall be presumed to be inconsistent with these restrictions and shall be subject to the conditions above.
3. As an announcement service, particularly with regard to Frontier Messaging, which is provided as an integral component of Frontier Voice and is designed as a voicemail, not an announcement, service. Use of Frontier Messaging service as an announcement service and/or other improper or excessive use may impair Frontier’s ability to provide reasonable service to other customers. Frontier reserves the right to cancel your Frontier Voice at any time, with or without notice, if as determined solely by Frontier based on its network/service design and usage experience, your messaging service is (1) being used in an improper manner including, but not limited to, using it as an announcement service or for unlawful purposes, (2) consistently generat-

ing excessive usage, (3) affecting Frontier’s ability to provide reasonable service to other customers, or (4) being used to interfere with another’s use of the voicemail system.

### Suspension/Termination

Without limiting other rights set forth in the provisions of this notice and the Frontier Voice TOS, Frontier may either terminate your Frontier Voice or transfer your Frontier Voice to a different telephone number without penalty, upon reasonable notice, if Frontier stops providing Frontier Voice either generally or in your area, if at any time 911 service over Frontier Voice is not available, or for other reasons associated with the provisioning of 911 service to your premises. Frontier also may terminate your order for service if you do not activate the service within 90 days or if you do not formally acknowledge information about 911 service limitations in accordance with directives from Frontier.

Service suspension may, and cancellation will, result in your loss of the number associated with the Frontier Voice. Suspension (but not termination) of Frontier Voice still allows for the following dialing privileges: outbound calling to 911 and 611. Frontier has no responsibility for retaining or delivering messages that are located in any voice mailbox at the time of the suspension or termination, or that are addressed to any main account holder or subaccount holder thereafter.

# Frontier Voice Customer Notice

### Service Description

Frontier Voice is a residential and Frontier Business Voice is a business enhanced voice communication service that converts voice communications into Internet Protocol (IP) packets that are carried over Frontier’s IP network. It may be generically referred to as “voice over IP” or “VoIP.” Throughout this document these services are referred to as “Frontier Voice”. Frontier Voice includes direct-dialed calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which may be offered at additional costs, all of which Frontier, in its sole discretion, may add, modify, or delete from time to time. Frontier Voice also includes a telephone number or numbers that will be included in Frontier printed directories and/or directory assistance databases, and options, available at additional costs, to have numbers withheld from Frontier printed directories and/or directory assistance databases. Residential subscribers of Frontier Voice may not use this service for business purposes. It is not mobile or nomadic and will function only in your service location.

When you initiate Frontier Voice service, the provisions in this notice and the Frontier Voice Terms of Service (TOS) apply and you become the main account holder for each telephone number assigned to the Frontier Voice service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently. The provisions in this notice and the Frontier Voice TOS apply to all such telephone numbers, and to the Frontier Voice plans, features, and functionalities for both the main account and all sub accounts. You will be asked to choose a unique name for the main account (your main account ID).

**Frontier**  
COMMUNICATIONS

**Subaccounts.** You may create subaccounts under your main account, for others in your household (each subaccount will have a separate password and ID). Main account holders are responsible for all activity on their main account and on any and all subaccounts. Violations of the provisions in this document and the Frontier Voice TOS in either a main account or a subaccount can result in suspension or termination of the main account and all associated subaccounts. Call histories (call logs for outgoing, answered, and missed calls) for each telephone number are accessible in the main account and in each subaccount created under the telephone number. Main account holders can reset subaccount passwords and IDs by contacting Customer Service and can delete and recreate subaccounts. You agree to advise all subaccount holders that the main account holder can have access to all aspects of their subaccount, including, but not limited to, feature settings, voicemail messages, and address books. Therefore, all subaccount holders have no expectation of privacy vis-à-vis the main account holder with regard to any aspect of the subaccount.

## Service-Specific Equipment

Frontier Voice requires a regular touchtone landline telephone, which you must supply and which must be connected to the Residential Gateway (RG), either directly or through your service location's inside wiring. (Rotary and pulse phones will not work). The RG will support up to two Voice lines (telephone numbers used for inbound and outbound calling).

You agree that neither you nor a third party will move any equipment used for Frontier Voice within your premises or to any other physical location outside of the premises where it was installed by Frontier. Frontier Voice is not designed to be nomadic and will not function properly if the RG is moved or altered by a non-Frontier employee. If you require the RG to be moved, you must contact Frontier. Failure to do so may result in a failure of the service and/or in Frontier's termination of your service.

## Interruptions, Limitations, and Modifications to Service

Since voice over IP is dependent on the IP network, the availability of an adequate power supply, and correct equipment configuration, Frontier does not guarantee that Frontier Voice service will be continuous or error-free. You acknowledge and understand that Frontier cannot guarantee that voice over IP communication is completely secure.

You also acknowledge that Frontier may establish general practices and limits concerning use of Frontier Voice and the ability to call certain N11 services (211, 311, and 511) may not be available.

Frontier also limits the maximum number of Frontier Voice messages that will be retained; the maximum size of any message; and the maximum disk space that will be allotted on Frontier's servers on your behalf. You agree that Frontier will have no responsibility or liability for the deletion, for failure to store or to deliver any messages and other communications, for the modification or malformation of communications over Frontier Voice, or for other content maintained or transmitted by Frontier Voice. You acknowledge that Frontier reserves the right to log off accounts or disconnect sessions that are inactive for an extended period of time. You further acknowledge that Frontier reserves

the right to change these general practices and limits at any time without advance notice.

**Power Outages and Backup Batteries.** You acknowledge and understand that Frontier Voice requires electrical power to function and that you therefore must at all times maintain a working backup battery for your RG. You acknowledge and understand that it will take approximately 18 hours to charge an initial backup battery after Frontier Voice is installed and/or after a replacement battery is installed. You acknowledge and understand that to conserve battery power during a power outage, you should not attempt to use the backup batteries for any purpose other than to power Frontier Voice (or to power your internet connection, for the purpose of powering your security alarm, if you have an IP-based security alarm that uses Frontier High Speed Internet). You acknowledge and understand that the backup batteries initially supplied by Frontier do not provide power for cordless phones and that, if you are using a cordless phone with Frontier Voice, a separate backup battery or other power source may be required if there is a power outage. You acknowledge and understand that you are solely responsible for determining when the RG backup battery requires replacement and for replacing and recycling used batteries in accordance with manufacturer or vendor directions. You also acknowledge and understand that you are solely responsible for obtaining and maintaining backup batteries or other sources of power for any cordless phones you use with Frontier Voice.

## Frontier Voice 911 Limitations

YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 911 SERVICE OVER FRONTIER VOICE AND THE DISTINCTIONS BETWEEN 911 SERVICE OVER FRONTIER VOICE AND 911 SERVICE OVER TRADITIONAL WIRELINE TELEPHONE SERVICE. YOU AGREE TO ADVISE ALL INDIVIDUALS WHO MAY PLACE CALLS OVER FRONTIER VOICE OF THE 911 LIMITATIONS DESCRIBED BELOW.

Frontier makes no warranty that Frontier Voice for access to 911 will be uninterrupted, timely, secure, or error-free or battery backup power will be sufficient to maintain the service throughout any and/or all power outages.

911 service over Frontier Voice is only available at your service address, while connected to a properly powered RG and after Frontier Voice has been activated.

911 service over Frontier Voice will not function if your RG fails or is not configured correctly or if your Frontier Voice is interrupted or not functioning for any reason, including, but not limited to, in the event of a power outage (unless you have working backup battery power), network outage, or disconnection of your service because of billing issues. If there is a power outage, you may be required to reset or reconfigure the equipment prior to being able to use your services, including use for 911 calling. You acknowledge that Frontier strongly recommends you maintain at all times an alternative means of accessing 911 services such as a traditional copper/TDM line or cellular service.

You acknowledge and understand that Frontier will not be liable for any losses incurred directly or indirectly as a result of service outage and/or inability to dial 911 using your Frontier Voice

service or inability to access emergency service personnel for any reason, including but not limited to the 911 characteristics and limitations set forth in this document and/or the characteristics, limitations, and/or failure of the 911 network itself.

Without limiting any provisions of this notice and the Frontier Voice TOS, you agree to defend, indemnify, and hold harmless Frontier, its subsidiaries, affiliates, officers, agents, directors, employees, and any other service provider who furnishes services to you in connection with the Frontier Voice service, from any and all claims, losses (including loss of profits or revenue), liabilities, damages, fines, penalties, demands, actions, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of you or any third party or user of the Frontier Voice service, regardless of the nature of the claim, including without limitation claims related to 911 dialing, arising from or in connection with any failure or outage of Frontier Voice or any failure or outage of the 911 network itself.

## Security Alarm and Other Device Compatibility

Frontier makes no warranty that (i) Frontier Voice used as a communications pathway for monitored burglar alarms, monitored fire alarms, and/or medical monitoring systems or devices, will be uninterrupted, timely, secure, or error-free (ii) the service will be compatible with any particular or all monitored burglar alarm(s), monitored fire alarm(s), or medical monitoring system(s) or device(s), or (iii) battery backup power will be sufficient to maintain the service throughout any and/or all power outages.

**Potential Incompatibility with Monitored Fire Burglar Alarm, Monitored Fire Alarm, and Medical Monitoring Systems, and Other Devices.** Monitored fire alarm and burglar alarm systems and medical monitoring devices may not be compatible with Frontier Voice.

If you have or purchase a monitored fire alarm or burglar alarm system or a medical monitoring device that you intend to use with Frontier Voice as the communications pathway, you agree to contact your provider for those systems/devices to determine compatibility with Frontier Voice and to arrange for your provider to test such systems/devices after installation of Frontier Voice. You also acknowledge and understand that even if such systems and devices are compatible with Frontier Voice, they will not be able to communicate with monitoring stations during a power outage unless you maintain battery backup power for Frontier Voice as described in this notice and the Frontier Voice TOS. If you purchase a monitored burglar alarm or monitored fire alarm system after voice has been installed, you also agree to call Frontier prior to installation of any such system. Subsequent installation of these systems may require re-wiring of Frontier Voice service, which may also result in time and material charges. (Frontier does not provide support for, or re-wiring of Frontier Voice in support of, medical monitoring systems or devices).

Once Frontier Voice has been installed for use with a monitored fire alarm or monitored burglar alarm system, you agree that you will not change or modify the inside wiring of your service location or move or reconfigure your RG in any way without contacting Frontier and your alarm service provider. You also agree that you will not plug any telephone equipment into the back of the

RG. You acknowledge and understand that if you change or modify your inside wiring, move or reconfigure your RG in any way, or plug any telephone equipment into the back of the RG it could result in a failure of your monitored burglar alarm or monitored fire alarm system.

By accepting service, you acknowledge and agree to the provisions in this notice and the Frontier Voice TOS, and use Frontier Voice at your own risk and waive any claim against Frontier for interference with or disruption of a monitored fire alarm or burglar alarm system, a medical monitoring device, or other such systems or devices due to the Frontier Voice.

## Dispute Resolution by Binding Arbitration Provision which applies to you and your use of Frontier services

Frontier encourages you to contact our Customer Service department if you have concerns or complaints about your service or Frontier. Generally, customer complaints can be satisfactorily resolved in this way. If you are not able to resolve your concerns through our Customer Service department, you agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits, jury trials, or class actions. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and individual relief affecting individual parties that a court can award, including an award of attorney's fees if the law allows.

You and Frontier agree to arbitrate all disputes and claims between us including, but not limited to, all claims arising out of or relating to any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose either before or during this or any prior Agreement, or that may arise after termination of this Agreement. Notwithstanding the foregoing agreement, Frontier agrees that it will not use arbitration to initiate debt collection against you except in response to claims you have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, you and Frontier agree to each unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action.

Instead of arbitration, either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority. In addition, you may bring any issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. The Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the agreement is terminated. In person arbitrations will take place at a location that the AAA selects in the state of your primary residence unless you and Frontier agree otherwise. In addition, the arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA.

## Broadband Network

Frontier Voice is provided to you over a broadband (Internet Protocol or "IP") network. If there is a broadband network outage, your Frontier Voice service will not function and you will not be able to make 911 calls with this service.

## Additional Limitations

Please note that Frontier Voice will work only in your service location. You will not be able to make any calls, including 911 calls, from any other location, even if you move your Residential Gateway (RG) or an external Telephone Adapter (TA) to the new location.

**I have read and understand that there are critical differences between accessing 911 service with Frontier Voice and accessing 911 service with traditional wireline telephone service. I have been advised which of the battery locations above apply to my Frontier Voice.**

**In addition, I have been provided with stickers that describe the 911 differences and have been instructed to place the stickers on all telephones/equipment used for Frontier Voice.**

---

PRINTED NAME

---

ORDER # / CUSTOMER BILLING ACCOUNT NUMBER

---

SIGNATURE

---

ACKNOWLEDGEMENT DATE